

REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

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Attorneys for Plaintiff  
COLLATERAL ANALYTICS LLC

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

COLLATERAL ANALYTICS LLC,

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC, XOME  
SETTLEMENT SERVICES, LLC, and  
QUANTARIUM, LLC,

Defendants.

Case No. 3:18-cv-19

**COMPLAINT FOR TRADE SECRET  
MISAPPROPRIATION IN VIOLATION OF  
THE DEFEND TRADE SECRETS ACT, 18  
U.S.C. § 1836 ET SEQ. AND CALIFORNIA  
UNIFORM TRADE SECRETS ACT, CAL.  
CIV. CODE § 3426 ET SEQ.; BREACH OF  
CONTRACT; FALSE ADVERTISING UNDER  
THE LANHAM ACT, 18 U.S.C. § 1125(A) AND  
CALIFORNIA BUSINESS CODE § 17500 ET  
SEQ.; AND FOR VIOLATIONS OF THE  
COMPUTER FRAUD AND ABUSE ACT, 18  
U.S.C. § 1030 ET SEQ., AND CALIFORNIA  
COMPREHENSIVE COMPUTER DATA  
ACCESS AND FRAUD ACTION, CAL.  
PENAL CODE § 502**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff, COLLATERAL ANALYTICS LLC (“Collateral Analytics”), by way of its Complaint  
2 against Defendants, alleges as follows:

**PRELIMINARY STATEMENT**

3  
4 Collateral Analytics is one of the foremost developers of automated valuation models (“AVMs”) and data-analytics software for residential real estate in the United States. Collateral Analytics’ software  
5 is used by banks, brokerage agencies, government-sponsored enterprises, and others to obtain highly  
6 accurate information about the past, present, and future value of residential real-estate properties in  
7 connection with all aspects of the domestic residential real-estate market. Indeed, due to its long  
8 experience and expertise in the field, Collateral Analytics has, by far, the most accurate valuation tools  
9 and analytics products—with the broadest geographic coverage—of any such tools or products in the  
10 marketplace.  
11

12 Defendants Nationstar Mortgage LLC (“Nationstar”) and Xome Settlement Services, LLC  
13 (“Xome”) have been Collateral Analytics’ customers since 2013, and have used Collateral Analytics’  
14 software and services as an essential component of their activities in the residential real-estate market.  
15 Nationstar and Xome apparently didn’t like paying for the Collateral Analytics products and services  
16 they were using. But, because there are no other products on the market with comparable accuracy,  
17 coverage, and functionality, they were unwilling to switch suppliers. And, because it literally takes  
18 decades of research and refinement (not to mention many millions of dollars) to make a product with the  
19 accuracy, coverage, and functionality that Collateral Analytics displays, Defendants were unable to  
20 develop their own. Their solution? To take Collateral Analytics’ technology, confidential information,  
21 and trade secrets, and *give* them to a subsidiary they acquired for that purpose, Defendant Quantarium,  
22 LLC (“Quantarium”). Nationstar and Xome then directed Quantarium’s engineers to replicate Collateral  
23 Analytics’ products. Defendants have used those knock-offs to replace Collateral Analytics. And  
24 Quantarium will soon offer them to third-party customers. Collateral Analytics brings this Complaint to  
25 put a stop to this practice, to shut down the ongoing theft of its intellectual property, and to recover the  
26 money it has lost as a result of the Defendants’ activities.

**THE PARTIES**

27  
28 1. Plaintiff Collateral Analytics is a Hawaii-based limited liability company (“LLC”) with its

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1 principal place of business at 6700 Kalanianaʻole Highway, Suite 210, Honolulu, Hawaii 96825.

2 Plaintiff's LLC members are all individuals who are each domiciled in either Hawaii, Pennsylvania,  
3 Missouri, or California.

4 2. Defendant Nationstar Mortgage LLC, doing business as Mr. Cooper ("Nationstar"), is a  
5 Delaware limited liability company with its principal place of business at 8950 Cypress Waters  
6 Boulevard, Coppell, Texas 75019. Nationstar is wholly owned by Nationstar Sub1 LLC and Nationstar  
7 Sub2 LLC, which are both Delaware limited liability companies. Nationstar Sub1 LLC and Nationstar  
8 Sub2 LLC are each wholly owned by Nationstar Mortgage Holdings, Inc. Nationstar Mortgage  
9 Holdings, Inc. is a publicly traded company, registered as a corporation in Delaware, with its principal  
10 place of business at 8950 Cypress Waters Boulevard, Coppell, Texas 75019.

11 3. Defendant Xome Settlement Services, LLC ("Xome") is a Pennsylvania limited liability  
12 company with its principal place of business at 8950 Cypress Waters Boulevard, Coppell, Texas 75019.  
13 Xome's sole member is Xome Holdings LLC, a Delaware limited liability company. Xome Holdings  
14 LLC is a wholly owned subsidiary of Defendant Nationstar.

15 4. Defendant Quantarium, LLC ("Quantarium") is a Washington limited liability company  
16 with its principal place of business in Seattle, Washington. Quantarium is the wholly owned subsidiary  
17 of Xome Holdings LLC, a Delaware limited liability company. Xome Holdings LLC is a wholly owned  
18 subsidiary of Defendant Nationstar.

**JURISDICTION AND VENUE**

19  
20 5. The conduct of Defendants Nationstar, Xome, and Quantarium described in this  
21 Complaint constitutes misappropriation of Collateral Analytics' trade secrets under the Defend Trade  
22 Secrets Act ("DTSA"), 18 U.S.C. § 1836 *et seq.*, under Count I, and violation of the Computer Fraud and  
23 Abuse Act ("CFAA"), 18 U.S.C. § 1030, under Count X. Quantarium's conduct also constitutes false  
24 advertising under the Lanham Act, 15 U.S.C. § 1125, under Count VIII. This Court thus has original  
25 jurisdiction over the subject matter of Collateral Analytics' DTSA, CFAA, and Lanham Act claims  
26 against all Defendants under 28 U.S.C. § 1331.

27 6. The conduct of Defendants Nationstar, Xome, and Quantarium delineated here also  
28 constitutes violations of the California Uniform Trade Secrets Act ("CUTSA"), Cal Civ. Code § 3426 *et*

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1 *seq.*, under Count II, and the California Comprehensive Computer Data Access and Fraud Act, Cal. Penal  
2 Code § 502, under Count XI. Quantarium's conduct also constitutes false advertising under California  
3 Business and Professions Code § 17500. The Court has supplemental jurisdiction over these claims  
4 pursuant to 28 U.S.C. § 1367. In the alternative, this Court has diversity jurisdiction over Collateral  
5 Analytics' claims against all Defendants pursuant to 28 U.S.C. § 1332 because Collateral Analytics is  
6 completely diverse from all Defendants and its claims against them amount to more than \$75,000.

7 7. Defendants Nationstar and Xome's conduct breaches the express terms of at least four  
8 contracts these Defendants entered into with Collateral Analytics under Counts III-VI, over which the  
9 Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367. In the alternative, this Court has  
10 diversity jurisdiction over Collateral Analytics' contractual claims against these Defendants pursuant to  
11 28 U.S.C. § 1332 because Collateral Analytics is completely diverse from Nationstar and Xome and its  
12 claims against them amount to more than \$75,000.

13 8. Defendant Quantarium's conduct interferes directly with at least two contracts that  
14 Defendants Nationstar and Xome each entered into with Collateral Analytics under Count VII, over  
15 which the Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367. In the alternative, this  
16 Court has diversity jurisdiction over Collateral Analytics' interference claim against Quantarium  
17 pursuant to 28 U.S.C. § 1332 because Collateral Analytics is completely diverse from Quantarium and its  
18 claims against it amount to more than \$75,000.

19 9. The Court has personal jurisdiction over Defendants Nationstar, Xome, and Quantarium  
20 because each of these Defendants consents to this Court's jurisdiction, pursuant to an agreement dated  
21 September 15, 2017.

22 10. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) because a  
23 substantial part of the events or omissions giving rise to this lawsuit, as well as substantial injury to  
24 Plaintiff, have occurred or will occur in interstate commerce, in the State of California, and in the  
25 Northern District of California. The parties have also consented to venue in this Judicial District in an  
26 agreement dated September 15, 2017.

**INTRADISTRICT ASSIGNMENT**

27  
28 11. Pursuant to Local Rule 3-2(c), this is an Intellectual Property Action to be assigned on a

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1 district-wide basis.

2 **BACKGROUND**

3 12. Collateral Analytics is a leader in data analysis and valuation of the United States  
4 residential real-estate market. The company is one of the nation's foremost developers of automated  
5 valuation tools for residential properties, as well as associated data analytics products and reports.

6 13. Collateral Analytics' founders have been working to develop real-estate valuation models  
7 and tools since at least 1985. Collateral Analytics' engineers have spent decades developing software  
8 and the relationships needed to: *(a)* collect, organize, and obtain the rights to use real-estate data from the  
9 diverse and fractured sources needed for broad geographic coverage; *(b)* apply rigorous mathematical  
10 modeling in order to generate reliable home-price valuations for past, present, and future time periods;  
11 and *(c)* develop value-added features and ways of interacting with valuation data that enables appraisers,  
12 brokers, and other end users to perform their tasks quickly, efficiently, and accurately. All of these  
13 problems are difficult to solve, and Collateral Analytics' success in solving them is largely responsible  
14 for its position in the market.

15 14. The first problem—access to reliable data covering the entire country—is a result of the  
16 fact that most listing and sale data for a given parcel of real estate is privately owned, accessible only  
17 through regional networks of brokers called multiple listing services (“MLS”). MLS data includes a  
18 wide range of information on a home and corresponding parcel, such as the living area's square footage,  
19 bedrooms, bathrooms, listing prices, and land area. It is difficult to obtain both (1) access to and (2)  
20 permission to use the data, but Collateral Analytics has developed contacts and strategies that have  
21 allowed it to obtain legal access and usage rights to MLS data that covers more than 90% of residential  
22 properties in the United States. As a result, Collateral Analytics has access to the most complete, and  
23 best, data for residential real-estate valuation in the country.

24 15. The second problem—analyzing the data to yield precise home price estimates—is a  
25 mathematical exercise which can only be solved with significant experience with and access to the data.  
26 Put differently, while it is not difficult to build *a* statistical model to value houses, to make that model  
27 reliably *accurate* requires both extensive knowledge (including what approaches do not work) and  
28 extensive data (so that you can rigorously test the models you create). Working over *decades*, Collateral

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1 Analytics built, from scratch, what is unarguably the most accurate and robust real-estate valuation  
2 model in the world. And, until the thefts described herein, no one else came close.

3 16. The third problem—developing a work flow and feature set that allows end users to make  
4 effective use of the platform’s data and analytics—also requires a long investment in research and  
5 development. Brokers and other end-users have limited insight into the tools and options that will speed  
6 up their work and make them more accurate. Absent the kind of misappropriation at issue in this  
7 complaint, it would require working with hundreds of customers over many years to fully develop and  
8 refine a marketable set of data analytics and valuation features.

9 17. Collateral Analytics uses its analytics tools to, among other things, speed up the  
10 production and increase the accuracy of appraisals and broker price opinions (“BPOs”). Home appraisals  
11 are a required component in many residential real-estate transactions. They are almost always required  
12 in purchase and sale transactions, and are commonly used in refinancing and loan servicing. Standard  
13 appraisals include descriptions of the interior and exterior of the home, neighborhood, market conditions,  
14 and nearby comparable sales, which the appraiser analyzes as part of the valuation process. A standard  
15 appraisal costs several hundred dollars and typically involves 6-8 hours to complete. As part of a  
16 standard appraisal, the appraiser visits the subject property and conducts a physical inspection, though  
17 now appraisers may conduct “desktop appraisals,” which do not require the appraiser to physically visit  
18 the property. A BPO is another valuation report, often used by financial institutions that need to maintain  
19 updated valuations for the mortgage portfolio, but do not want or need the expense and delay associated  
20 with an appraisal. A traditional BPO costs \$50 to \$150, takes up to 4 hours to complete, and can vary  
21 widely in accuracy depending on the broker and her knowledge of the local market conditions.

22 18. Collateral Analytics’ proprietary platform allows a user to enter a residential address  
23 located nearly anywhere in the United States and obtain a virtually instantaneous and fully automated  
24 BPO or desktop appraisal. Its platform allows users to prepare more accurate appraisals and BPOs in a  
25 small fraction of the time they would otherwise spend. In addition, Collateral Analytics’ algorithms  
26 simultaneously analyze the quality of these results and the underlying data, allowing for highly accurate  
27 confidence intervals, systematic review, quality checks, and more.

28 19. Collateral Analytics considers its models, processes, algorithms, workflow, negative

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1 knowledge, and data selection to be trade secrets. Collateral Analytics' trade secrets derive independent  
2 economic value from not being generally known to the public or to persons who can obtain economic  
3 value from their use. In particular, Collateral Analytics' trade secrets provide a competitive advantage in  
4 the marketplace by enabling: **(a)** greater geographic coverage; **(b)** more accurate results; **(c)** a more  
5 interactive and useful experience for end users; and **(d)** a more economical, efficient solution for property  
6 valuations. If competitors knew Collateral Analytics' trade secrets, they could use them to make  
7 products that would close the gap in accuracy and functionality between Collateral Analytics and the rest  
8 of the market.

9 20. Because its trade secrets are critical to its business, Collateral Analytics takes extensive  
10 measures to protect them (and other important business information). Among other things, Collateral  
11 Analytics requires all potential customers to enter into non-disclosure agreements before it: **(a)** allows  
12 them to access Collateral Analytics' products; **(b)** agrees to provide demonstrations of the products; or **(c)**  
13 provides detailed information about product functionality. Thus, for example, in connection with **every**  
14 sale, Collateral Analytics enters into written licensing agreements with its customers, which limit both  
15 the use and permissible disclosure of Collateral Analytics' confidential information. Indeed, both  
16 Nationstar and Xome signed agreements with broad confidentiality definitions and tight restrictions on  
17 what could be done with Collateral Analytics' confidential information.

**DEFENDANTS NATIONSTAR AND XOME**

18  
19 21. Defendants Nationstar and Xome are both subsidiaries of the same publicly traded  
20 company, Nationstar Mortgage Holdings, Inc. Defendant Nationstar is one of the biggest mortgage loan  
21 servicers in the United States. It also originates mortgages, and holds title to Real Estate Owned  
22 ("REO") properties, which are properties lenders own after they foreclose on a mortgaged property but  
23 fail to sell it at auction.

24 22. Defendant Xome acts as an appraisal management company for Nationstar. As an  
25 appraisal management company, Xome provides valuation services for residential properties, working  
26 with brokers, appraisers, and vendors like Collateral Analytics to maintain up-to-date valuations of the  
27 properties that Nationstar (and its portfolio companies) own or against which they lend money.

28 23. [REDACTED]

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**DEFENDANTS NATIONSTAR, XOME, AND QUANTARIUM'S BAD ACTS**

27 [REDACTED]  
28 37. [REDACTED]

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[REDACTED]

38. But while Collateral Analytics was working to delight its customer, Nationstar and Xome were secretly plotting to use what they learned from Collateral Analytics to copy Collateral Analytics' industry-leading tools—all while deceiving Collateral Analytics both about that copying and the fact that they intended to replace Collateral Analytics with the copied products.

39. As a first step in its plan, Xome's parent company, Xome Holdings, acquired a small software company called Quantarium based in Seattle, Washington. At the time of that acquisition (in May 2015), Quantarium was primarily a developer of title management software, which helps parties to a real-estate transaction track each other's progress. Quantarium was not generally known in the mortgage-servicing and appraisal-management industries, or considered a viable valuation solution, and it had only a small handful of engineers.

40. At the time Xome acquired it, the most that could be said of Quantarium's capabilities is that [REDACTED] As of May 2015, Quantarium had no access to MLS data, and thus no rights to "permissible purpose" use of such data. [REDACTED] AVMetrics, one of the leading independent testers of AVMs in the real-estate valuation industry, which provides anonymized results of a given AVM's accuracy stacked against other companies that also provide their AVMs to AVMetrics.

[REDACTED]

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1 [REDACTED] much less the kind of market-leading products in Collateral Analytics'  
2 portfolio. Indeed, [REDACTED]

3 [REDACTED]  
4 41. After its acquisition, in just over one year, [REDACTED]

5 [REDACTED]  
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45. Collateral Analytics first learned of Quantarium through Xome's public announcement of the acquisition in May 2015.

46. \_\_\_\_\_

47. [REDACTED]

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14 50. Quantarium received the confirmation it needed to copy Collateral Analytics' products  
15 from Nationstar and Xome, which provided Quantarium direct access to Collateral Analytics'  
16 confidential and proprietary information.

17 51. [REDACTED]

18 [REDACTED]

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**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED***Quantarium Copies Collateral Analytics' Quality Control Tools*

55. At the top of Quantarium's list of targets was copying Collateral Analytics' Risk Profiler product. Collateral Analytics' Risk Profiler is a powerful quality-control tool that assesses the risk level of a specific BPO, standard appraisal, or desktop appraisal.

56. Risk Profiler analyzes the quality of a BPO or appraisal (regardless of whether the BPO or appraisal was done through Collateral Analytics' products) by examining the broker, agent, or appraiser's final value that she assigned to the house, her selected data sources, the comparable properties she selected, and her market-condition evaluation, among a host of other inputs used in authoring the opinion. Risk Profiler also analyzes the BPO or appraisal by asking a series of "high risk," "medium risk," and "low risk" questions related to the inputs used by the author, and presents the answers to the user. If Risk Profiler answers "yes" to high-risk or enough medium-risk questions, then the BPO or appraisal is flagged for further quality-control review for Collateral Analytics' customer.

57. [REDACTED]

58. In addition, through the Risk Profiler report, Collateral Analytics enables users to access its Neighborhood Value Range (referred to as "NVR") and Interactive AVM (referred to as "iAVM") products. These products act as quality-control tools, allowing the user to run, in real time, the subject property of the BPO or appraisal through Collateral Analytics' data-analysis tools to generate Collateral Analytics' automated valuation of the property and comparable properties. These tools allow the user to compare the agent's BPO or appraisal against one generated by Collateral Analytics, including a comparison of the data sources selected, market analyses, and comparable properties used.

59. [REDACTED]

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10 68. [REDACTED]  
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*Defendants' Misappropriation of Collateral Analytics' Product Suite*

25 70. [REDACTED]  
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72. Nationstar and Xome continually passed on Collateral Analytics' confidential information, including but not limited to trade secrets related to comparable analysis, automated grid adjustments, and market condition analysis (to name a few), in order to ensure Quantarium's success in copying Collateral Analytics' iBPO product.

73. [REDACTED]

[REDACTED]

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[REDACTED]

## REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 74. [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 75. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 76. In fact, Quantarium—no longer satisfied with selling its knock-offs to its affiliates—  
16 recently announced that it will start licensing its knock-off iBPO product to third-party customers (other  
17 than Nationstar and Xome). Collateral Analytics is now faced with its worst nightmare: Quantarium  
18 created products using information it stole from Collateral Analytics *not only* to steal two of Collateral  
19 Analytics' major clients, *but also* to compete directly with Collateral Analytics in the marketplace.  
20 77. [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 78. [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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[REDACTED]

79. [REDACTED]

[REDACTED]

*Quantarium Replaces Collateral Analytics*

80. Quantarium has engaged in widespread copying of Collateral Analytics' products and trade secrets using information and access that Collateral Analytics provided to Nationstar and Xome under the protection of [REDACTED]

81. Collateral Analytics relied on Nationstar and Xome's repeated assurances that Quantarium was incapable of and would not be used to replace Collateral Analytics, on the express promises and contractual commitments in the parties' agreements, and on a belief that a large, publicly traded company like Nationstar would have *some* respect for the law.

82. [REDACTED]

83. [REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 84. Defendants' misappropriation of Collateral Analytics' confidential information and trade  
7 secrets continued into 2017, and includes trade secrets underpinning Collateral Analytics' iBPO, Risk  
8 Profiler, and AVM-related appraisal products.

9 85. [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 86. [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]

19 87. [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 88. [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 89. [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28 90. [REDACTED]

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[REDACTED]

91.

[REDACTED]

[REDACTED]

92. In sum, Defendants repeatedly breached multiple contracts with Collateral Analytics, misappropriated Collateral Analytics' confidential information—including but not limited to its trade secrets—circumvented the technological controls on Collateral Analytics' software platforms, and committed numerous other bad acts.

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**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

**FIRST COUNT**

**(Misappropriation of Trade Secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.*,  
Against All Defendants)**

93. Plaintiff incorporates by reference Paragraphs 1 through 92 as though fully set forth herein.

94. Plaintiff's data-licensing information, models, processes, algorithms, workflow, negative knowledge, feature set, and data selection constitute trade secrets used in interstate commerce within the meaning of 18 U.S.C. § 1836. Plaintiff took reasonable steps to protect the secrecy of its trade secrets, including but not limited to entering into confidentiality agreements and limiting access to its proprietary information. Plaintiff's trade secrets derived economic value from not being readily ascertainable by proper means to others that could obtain economic value from the disclosure and use of Plaintiff's trade secrets.

95. Defendants have misappropriated Collateral Analytics' trade secrets in violation of 18 U.S.C. § 1836.

96. Defendants' misappropriation was not accidental or inadvertent and instead has been willful and malicious under 18 U.S.C. § 1836.

97. Defendants continue to misuse Collateral Analytics' trade secrets, and continue to enjoy the benefits of their prior misuse, and will continue to do so unless enjoined by the Court.

98. By reason of the foregoing misappropriation of Plaintiff's trade secrets, Defendants have been unjustly enriched at Plaintiff's expense, and Plaintiff has suffered damage and continues to suffer damage.

99. Plaintiff has been damaged as a result of Defendants' conduct in an amount to be proved at trial.

**SECOND COUNT**

**(Misappropriation of Trade Secrets under the California Uniform Trade Secrets Act,  
California Civil Code § 3426 *et seq.*, Against All Defendants)**

100. Plaintiff incorporates by reference Paragraphs 1 through 99 as though fully set forth herein.

101. Plaintiff's data-licensing information, models, processes, algorithms, workflow, negative

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

1 knowledge, feature set and data selection constitute trade secrets within the meaning of California Civil  
2 Code § 3426.1(d). Plaintiff took reasonable steps to protect the secrecy of its trade secrets, including  
3 but not limited to entering into confidentiality agreements and limiting access to its proprietary  
4 information. Plaintiff's trade secrets derived economic value from not being readily ascertainable by  
5 proper means to others that could obtain economic value from the disclosure and use of Plaintiff's trade  
6 secrets.

7 102. Defendants have misappropriated Collateral Analytics' trade secrets in violation of  
8 California Civil Code § 3426.

9 103. Defendants' misappropriation was not accidental or inadvertent and instead has been  
10 willful and malicious under California Civil Code § 3426.4.

11 104. Defendants continue to misuse Collateral Analytics' trade secrets, and continue to enjoy  
12 the benefits of their prior misuse, and will continue to do so unless enjoined by the Court.

13 105. By reason of the foregoing misappropriation of Plaintiff's trade secrets, Defendants have  
14 been unjustly enriched at Plaintiff's expense, and Plaintiff has suffered damage and continues to suffer  
15 damage.

16 106. Plaintiff has been damaged as a result of Defendants' conduct in an amount to be proved  
17 at trial.

18 **THIRD COUNT**  
19 **(Breach of Contract Against Nationstar)**

20 107. Plaintiff incorporates by reference Paragraphs 1 through 106 as though fully set forth  
21 herein.

22 108. [REDACTED]

23 [REDACTED]  
24 109. Nationstar breached [REDACTED] by misappropriating, disclosing, sharing,  
25 and/or using Plaintiff's confidential information and trade secrets, including but not limited to revealing  
26 Plaintiff's confidential information and/or trade secrets to Quantarium without Plaintiff's consent, in  
27 violation of [REDACTED]

28 110. Nationstar's conduct in breaching the [REDACTED] was willful, intentional, a

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

violation of law and/or fraudulent and falls within the scope of Cal. Civ. Code § 1668.

111. Plaintiff has performed all of its obligations with regard to the [REDACTED] without material breach thereof.

112. As a proximate result of Nationstar's breach, Plaintiff has suffered and continues to suffer irreparable harm unless Nationstar ceases making use of Plaintiff's misappropriated proprietary information. Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief under

[REDACTED]  
113. Plaintiff has been damaged as a result of Nationstar's breach in an amount to be proved at trial.

**FOURTH COUNT  
(Breach of Contract Against Nationstar)**

114. Plaintiff incorporates by reference Paragraphs 1 through 113 as though fully set forth herein.

115. [REDACTED]  
[REDACTED]

116. Nationstar breached the [REDACTED] by misappropriating, disclosing, sharing, and/or using Plaintiff's confidential information and trade secrets, including but not limited to revealing Plaintiff's confidential information and/or trade secrets to Defendant Quantarium without Plaintiff's consent, in violation of [REDACTED].

117. Nationstar's conduct in breaching the [REDACTED] was willful, intentional, a violation of law and/or fraudulent and falls within the scope of Cal. Civ. Code § 1668.

118. Plaintiff has performed all of its obligations with regard to the [REDACTED] without material breach thereof.

119. As a proximate result of Nationstar's breach, Plaintiff has suffered and continues to suffer irreparable harm unless Nationstar ceases making use of Plaintiff's misappropriated confidential information and trade secrets. Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief under [REDACTED]

120. Plaintiff has been damaged as a result of Nationstar's breach in an amount to be proved at

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

trial.

**FIFTH COUNT  
(Breach of Contract Against Xome)**

121. Collateral Analytics incorporates by reference Paragraphs 1 through 120 as though fully set forth herein.

122. [REDACTED]

123. Xome breached the [REDACTED] by misappropriating, disclosing, sharing, and/or using Plaintiff's confidential information and trade secrets, including but not limited to revealing Plaintiff's confidential information and/or trade secrets to Defendant Quantarium without Plaintiff's consent in violation of [REDACTED].

124. Xome's conduct in breaching the [REDACTED] was willful, intentional, a violation of law and/or fraudulent and falls within the scope of Cal. Civ. Code § 1668.

125. Plaintiff has performed all of its obligations with regard to the [REDACTED] without material breach thereof.

126. As a proximate result of Xome's breach, Plaintiff has suffered and continues to suffer irreparable harm unless Xome ceases making use of Plaintiff's misappropriated proprietary information. Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief under [REDACTED].

127. Plaintiff has been damaged as a result of Xome's breach in an amount to be proved at trial.

**SIXTH COUNT  
(Breach of Contract Against Xome)**

128. Plaintiff incorporates by reference Paragraphs 1 through 127 as though fully set forth herein.

129. [REDACTED]

130. Xome breached the [REDACTED] by misappropriating, disclosing, sharing, and/or using Plaintiff's confidential information and trade secrets, including but not limited to revealing Plaintiff's confidential information and/or trade secrets to Defendant Quantarium without Plaintiff's consent, in

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

1 violation of [REDACTED].

2 131. Xome's conduct in breaching the [REDACTED] was willful, intentional, a violation of law  
3 and/or fraudulent and falls within the scope of Cal. Civ. Code § 1668.

4 132. Plaintiff has performed all of its obligations with regard to the [REDACTED] without  
5 material breach thereof.

6 133. As a proximate result of Xome's breach, Plaintiff has suffered and continues to suffer  
7 irreparable harm unless Xome ceases making use of Plaintiff's misappropriated confidential information  
8 and trade secrets. Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief  
9 under [REDACTED].

10 134. Plaintiff has been damaged as a result of Xome's breach in an amount to be proved at  
11 trial.

12 **SEVENTH COUNT**  
13 **(Intentional Interference with Contractual Relations Against Quantarium)**

14 135. Plaintiff incorporates by reference Paragraphs 1 through 134 as though fully set forth  
15 herein.

16 136. The [REDACTED] are valid contracts between Plaintiff and  
17 Defendants Nationstar and Xome, respectively, and Defendant Quantarium knew that Nationstar and  
18 Xome had contracted with Plaintiff.

19 137. The [REDACTED] are valid contracts between Plaintiff and  
20 Defendants Nationstar and Xome, respectively, and Defendant Quantarium knew that Nationstar and  
21 Xome had contracted with Plaintiff.

22 138. Quantarium intentionally and falsely promoted its experience and achievements  
23 developing AVMs, as well as its ability to deliver the same or better quality AVMs relative to Plaintiff  
24 to Nationstar and Xome. Quantarium intentionally and falsely promoted its ability to do so without  
25 having to copy Plaintiff's trade secrets and/or confidential information.

26 139. Quantarium intentionally asked employees from Nationstar and Xome to obtain and relay  
27 Collateral Analytics' confidential information to Quantarium in violation of Nationstar's and Xome's  
28 obligations to Collateral Analytics.

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

140. Quantarium's acts were intentional and designed to breach or disrupt Plaintiff's contractual relationship with Nationstar and Xome, and did, in fact, result in the actual breach or disruption of the [REDACTED].

141. As a proximate result of Quantarium's interference, Plaintiff has suffered and continues to suffer irreparable harm. Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief.

142. Plaintiff has been damaged as a result of Quantarium's conduct, as Quantarium has diverted substantially all of Nationstar and Xome's business from Plaintiff to Quantarium, in an amount to be proven at trial.

**EIGHTH COUNT**  
**(False Advertising Under the Lanham Act, 15 U.S.C. § 1125(a), Against Quantarium)**

143. Plaintiff incorporates by reference Paragraphs 1 through 142 as though fully set forth herein.

144. Quantarium's false advertising under 15 U.S.C. § 1125(a) includes at least its intentional and false promotion of its ability to deliver the same or better quality AVMs relative to Plaintiff to Nationstar and Xome, its intentional and false promotion of its experience and achievements in developing AVM products, and its intentional and false promotion of its products as its own, rather than illegal copies of Collateral Analytics' products. Quantarium thereby misrepresented the nature, characteristics, and/or qualities of its goods, services, and/or commercial activities. These misrepresentations were made in connection with Quantarium's acts of promoting and selling its goods and services to Nationstar and Xome.

145. Quantarium has and continues to falsely promote its experience, achievements, and ability to deliver the same or better quality AVMs and data analytics tools as Plaintiff without having had to copy Plaintiff's trade secrets and/or confidential information to third-party customers.

146. Quantarium's acts have at least tended to deceive a substantial number of Plaintiff's customers and potential customers, and were material in that they were likely to influence the purchasing decisions of those in the marketplace.

147. Quantarium's conduct alleged here has caused Plaintiff injury and is malicious,

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

1 fraudulent, knowing, and deliberate, thus entitling Collateral Analytics to an accounting of Plaintiff's  
 2 profits, increased damages, and attorneys' fees and costs incurred in prosecuting this action under 15  
 3 U.S.C. § 1117.

4 148. As a proximate result of Quantarium's false and misleading advertising and promotions,  
 5 Plaintiff has suffered and continues to suffer irreparable harm unless Quantarium ceases making false  
 6 statements to the marketplace. Plaintiff has no adequate remedy at law and is entitled to permanent  
 7 injunctive relief.

8 **NINTH COUNT**  
 9 **(False Advertising Under California Business and Professions Code § 17500 *et seq.* Against**  
 10 **Quantarium)**

11 149. Plaintiff incorporates by reference Paragraphs 1 through 148 as though fully set forth  
 12 herein.

13 150. Quantarium's false advertising under California Business & Professions Code § 17500 *et*  
 14 *seq.* includes at least its intentional and false promotion of its ability to deliver the same or better quality  
 15 AVMs relative to Plaintiff and its intentional and false promotion of its experience and achievements in  
 16 developing AVM products to Nationstar and Xome. Quantarium has also intentionally and falsely  
 17 promoted its ability to deliver the same or better quality AVMs and data analytics tools as Plaintiff  
 18 without having to copy Plaintiff's trade secrets and/or confidential information to Nationstar and Xome.  
 19 Quantarium thereby misrepresented the nature, characteristics, and/or qualities of its goods, services,  
 20 and/or commercial activities. These misrepresentations were made in connection with Quantarium's  
 21 acts of promoting and selling its goods and services to Nationstar and Xome.

22 151. Quantarium continues to falsely promote its experience, achievements, and ability to  
 23 deliver the same or better quality AVMs and data analytics tools as Plaintiff without having had to copy  
 24 Plaintiff's trade secrets and/or confidential information to third-party customers.

25 152. Quantarium's acts have at least tended to deceive a substantial number of Collateral  
 26 Analytics' customers and potential customers, and were material in that they were likely to influence the  
 27 purchasing decisions of those in the marketplace.

28 153. As a proximate result of Quantarium's false and misleading advertising and promotions,

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

Plaintiff has suffered and continues to suffer irreparable harm unless Quantarium ceases its false and misleading advertising and promotions. Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief.

**TENTH COUNT**  
**(Violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, Against All Defendants)**

154. Plaintiff incorporates by reference Paragraphs 1 through 153 as though fully set forth herein.

155. [REDACTED]

156. [REDACTED]

157. [REDACTED]

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

1 [REDACTED]  
2 [REDACTED]  
3 158. Through its unauthorized access, Quantarium has wrongfully obtained information from  
4 Plaintiff's protected computers, computer systems, and/or computer networks in violation of 18 U.S.C.  
5 § 1030(a)(2)(C), including but not limited to Plaintiff's proprietary information and permissible-use  
6 MLS data.

7 159. [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 160. At all relevant times, Quantarium acted with the knowledge and consent of Nationstar and  
15 Xome, and/or as agents of Nationstar and Xome.

16 161. Through their actions, Defendants have caused Plaintiff to suffer loss within the meaning  
17 of 18 U.S.C. § 1030(e)(11) for Plaintiff's costs incurred in investigating and responding to Defendants'  
18 misconduct, including but not limited to the costs associated with identifying Quantarium's  
19 unauthorized access to Plaintiff's computers, computer systems, and computer networks, and  
20 Defendants' other misconduct, assessing the damage to Plaintiff's computers, and addressing  
21 Quantarium's unauthorized access to Plaintiff's computers, and attorneys' fees associated with  
22 investigating, assessing, and addressing Defendants' unauthorized access.

23 162. As a result of Defendants' actions, Plaintiff has suffered damages in an amount to be  
24 proved at trial.

25 163. As a proximate result of Defendants' actions, Plaintiff has suffered and continues to suffer  
26 irreparable harm. Unless restrained and enjoined, Defendants will continue to commit such acts.  
27 Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief as provided in 18  
28 U.S.C. § 1030(g).

REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

ELEVENTH COUNT

(Violation of the California Comprehensive Computer Data Access and Fraud Act, California Penal Code § 502, Against All Defendants)

164. Plaintiff incorporates by reference Paragraphs 1 through 163 as though fully set forth herein.

165.

166.

167. Defendants knowingly accessed and without permission used Plaintiff's data, computers, computer systems and/or computer networks in order to devise and/or execute a scheme to defraud and deceive Plaintiff in violation of California Penal Code § 502(c)(1).

168.

169.

170.

## REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

1 [REDACTED]  
2 [REDACTED]  
3 171. [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 172. At all relevant times, Quantarium acted with the knowledge and consent of Nationstar and  
7 Xome, and/or as agents of Nationstar and Xome.

8 173. Through their actions, Defendants have caused Plaintiff to suffer loss within the meaning  
9 of California Penal Code § 502(e)(1) for Plaintiff's costs incurred in investigating and responding to  
10 Defendants' misconduct, including but not limited to the costs associated with identifying Quantarium's  
11 unauthorized access to Plaintiff's computers and Defendants' other misconduct, assessing the damage to  
12 Plaintiff's computers, and addressing Quantarium's unauthorized access to Plaintiff's computers, and  
13 attorneys' fees associated with investigating, assessing, and addressing Defendants' unauthorized  
14 access.

15 174. Plaintiff is entitled to punitive or exemplary damages in connection with Defendants'  
16 unauthorized access under California Penal Code § 502(e)(4) because Defendants acted with oppression,  
17 fraud, and/or malice, as those terms are defined in California Civil Code § 3294(c). As alleged above,  
18 Defendants misappropriated Plaintiff's trade secrets and confidential information for the purpose of  
19 developing knock-off products to compete with Plaintiff. Throughout their process of misappropriating  
20 Plaintiff's confidential information, Defendants concealed Quantarium's role in the misappropriation,  
21 affirmatively lied to Plaintiff, and falsely expressed a business need to access Plaintiff's confidential  
22 information.

23 175. As a result of Defendants' actions, Plaintiff has suffered damages in an amount to be  
24 proved at trial.

25 176. As a proximate result of Defendants actions, Plaintiff has suffered and continues to suffer  
26 irreparable harm. Unless restrained and enjoined, Defendants will continue to commit such acts.  
27 Plaintiff has no adequate remedy at law and is entitled to permanent injunctive relief as provided in  
28 California Penal Code § 502(e)(1).

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

**PRAYER FOR RELIEF**

WHEREFORE, Collateral Analytics prays for relief as follows:

- a. an award of damages, unjust enrichment, lost profits, and/or a reasonable royalty for Defendants' willful and malicious misappropriation of Collateral Analytics' trade secrets;
- b. an award of exemplary damages under 18 U.S.C. § 1836 and California Civil Code section 3426.3, up to twice actual damages, because Defendants willfully and maliciously misappropriated Collateral Analytics' trade secrets;
- c. an award of compensatory damages, restitution, and/or lost profits for Defendants Nationstar and Xome's breaches of its contracts with Collateral Analytics;
- d. an award of compensatory damages, restitution, and/or lost profits for Defendant Quantarium's intentional interference and false advertising;
- e. an award of compensatory damages for Defendants' violations of the CFAA;
- f. an award of punitive or exemplary damages for Defendants having acted with oppression, fraud, and/or malice in their willful violation of California Penal Code § 502(c);
- g. an injunction preventing Defendants and anyone acting in concert therewith from further misuse or disclosure of Collateral Analytics' confidential information, including its trade secrets; from falsely advertising Quantarium's knock-off products; and from further access to and misuse of Plaintiff's computers, computer systems, or computer networks;
- h. an award of Collateral Analytics' attorneys' fees incurred in connection with this matter, which arises out of Nationstar and Xome's obligations under [REDACTED] and Collateral Analytics' enforcement of its rights thereunder; Defendants' willful and malicious misappropriation of Collateral Analytics' trade secrets under 18 U.S.C. § 1836(b)(3) and Cal. Civ. Code § 3426.4; Quantarium's willful violation of 15 U.S.C. § 1125(a); and Defendants' willful violation of California Penal Code § 502(e)(2);
- i. prejudgment and post-judgment interest and costs of court; and
- j. such other relief as the Court may deem just equitable and proper.

**JURY DEMAND**

Plaintiff demands trial by jury.

**REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**

1 Dated: January 2, 2018

DURIE TANGRI LLP

2  
3 By: 

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TIMOTHY HORGAN-KOBELSKI

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5 Attorneys for Plaintiff  
6 COLLATERAL ANALYTICS LLC  
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